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**UNITED STATES DISTRICT COURT**  
**CENTRAL DISTRICT OF CALIFORNIA**

JOSHUA CROSS, individually and on  
behalf of all others similarly situated,

Plaintiff,

v.

HALEON US HOLDINGS LLC,

Defendant.

Case No. 2:24-cv-09325-MCS-PVCx

**STIPULATED PROTECTIVE  
ORDER**

1 1. PURPOSES AND LIMITATIONS

2 Disclosure and discovery activity in this action are likely to involve production  
3 of confidential, highly confidential, proprietary, or private information for which  
4 special protection from public disclosure and from use for any purpose other than  
5 prosecuting this litigation may be warranted. Accordingly, the parties hereby  
6 stipulate to and petition the court to enter the following Stipulated Protective Order.  
7 The parties acknowledge that this Order does not confer blanket protections on all  
8 disclosures or responses to discovery and that the protection it affords from public  
9 disclosure and use extends only to the limited information or items that are entitled  
10 to confidential or highly confidential treatment under the applicable legal principles.  
11 The parties further acknowledge, as set forth in Section 14.3, below, that this  
12 Stipulated Protective Order does not entitle them to file confidential or highly  
13 confidential information under seal; Civil Local Rule 79-5 sets forth the procedures  
14 that must be followed and the standards that will be applied when a party seeks  
15 permission from the court to file material under seal.

16 2. DEFINITIONS

17 2.1 Challenging Party: a Party or Non-Party that challenges the designation  
18 of information or items under this Order.

19 2.2 “CONFIDENTIAL” Information or Items: information (regardless of  
20 how it is generated, stored or maintained) designated as “CONFIDENTIAL” by the  
21 Producing Party that falls within one or more of the following categories:  
22 (a) information prohibited from disclosure by law, statute, or regulation, including  
23 but not limited to protected health information; (b) proprietary research, technical,  
24 commercial, or financial information that the party has maintained as confidential  
25 and as to which disclosure might result in unfair competitive, financial, or  
26 commercial advantage to competitors or disadvantage to the Producing Party;  
27 (c) personal identity information, which may be subject to federal and foreign  
28 protection regulations; (d) income tax returns (including attached schedules and

1 forms), W-2 forms, and 1099 forms; (e) personnel or employment records of a person  
2 who is not a Party to the case; or (f) any other sensitive information or tangible things  
3 (regardless of how they are generated, stored or maintained) that qualify for  
4 protection under Federal Rule of Civil Procedure 26(c).

5       2.3 Counsel (without qualifier): Outside Counsel of Record and House  
6 Counsel (as well as their support staff).

7       2.4 Designating Party: a Party or Non-Party that designates information or  
8 items that it produces in disclosures or in responses to discovery as  
9 “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL.”

10       2.5 Disclosure or Discovery Material: all items or information, regardless  
11 of the medium or manner in which it is generated, stored, or maintained (including,  
12 among other things, testimony, transcripts, and tangible things), that are produced or  
13 generated in disclosures or responses to discovery in this matter.

14       2.6 Expert: a person with specialized knowledge or experience in a matter  
15 pertinent to the litigation who has been retained by a Party or its counsel to serve as  
16 an expert witness or as a consultant in this action.

17       2.7 “HIGHLY CONFIDENTIAL” Information or Items: information  
18 (regardless of how it is generated, stored or maintained) that, if disclosed other than  
19 as permitted pursuant to Section 7.3, the Producing Party in good faith and reasonably  
20 believes is substantially likely to cause injury to the Producing Party. By way of  
21 example only, Highly Confidential information may include but is not limited to:  
22 (a) current or future business strategies and other strategic planning information;  
23 (b) projections or plans regarding performance, budgets, production, output, sales,  
24 marketing or distribution practices; (c) research and development information;  
25 (d) manufacturing know-how or technology; (e) board of directors materials and  
26 presentations; (f) customer lists or information; (g) negotiation strategies;  
27 (h) proprietary software, systems, or processes; (i) margin, cost, and pricing  
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1 information; (j) non-public dealings with or internal deliberations concerning any  
2 regulatory body such as the FDA or other authority; or (k) intellectual property.

3       2.8 House Counsel: attorneys who are employees of a party to this action.  
4 House Counsel does not include Outside Counsel of Record or any other  
5 outside counsel.

6       2.9 Non-Party: any natural person, partnership, corporation, association, or  
7 other legal entity not named as a Party to this action.

8       2.10 Outside Counsel of Record: attorneys who are not employees of a party  
9 to this action but are retained to represent or advise a party to this action and have  
10 appeared in this action on behalf of that party or are affiliated with a law firm which  
11 has appeared on behalf of that party.

12       2.11 Party: any party to this action, including all of its officers, directors,  
13 employees, consultants, retained experts, and Outside Counsel of Record (and their  
14 support staffs).

15       2.12 Producing Party: a Party or Non-Party that produces Disclosure or  
16 Discovery Material in this action.

17       2.13 Professional Vendors: persons or entities that provide litigation support  
18 services (e.g., photocopying, videotaping, translating, preparing exhibits or  
19 demonstrations, and organizing, storing, or retrieving data in any form or medium)  
20 and their employees and subcontractors.

21       2.14 Protected Material: any Disclosure or Discovery Material that is  
22 designated as “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL” or privileged.

23       2.15 Receiving Party: a Party that receives Disclosure or Discovery Material  
24 from a Producing Party.

25       3. SCOPE

26       The protections conferred by this Stipulation and Order cover not only  
27 Protected Material (as defined above), but also (1) any information copied or  
28 extracted from Protected Material; (2) all copies, excerpts, summaries, or

1 compilations of Protected Material; and (3) any testimony, conversations, or  
2 presentations by Parties or their Counsel that might reveal Protected Material.  
3 However, the protections conferred by this Stipulation and Order do not cover the  
4 following information: (a) any information that is in the public domain at the time of  
5 disclosure to a Receiving Party or becomes part of the public domain after its  
6 disclosure to a Receiving Party as a result of publication not involving a violation of  
7 this Order, including becoming part of the public record through trial or otherwise;  
8 and (b) any information known to the Receiving Party prior to the disclosure or  
9 obtained by the Receiving Party after the disclosure from a source who obtained the  
10 information lawfully and under no obligation of confidentiality to the Designating  
11 Party. Any use of Protected Material at trial shall be governed by a separate  
12 agreement or order.

13 **4. DURATION**

14 Even after final disposition of this litigation, the confidentiality obligations  
15 imposed by this Order shall remain in effect until a Designating Party agrees  
16 otherwise in writing or a court order otherwise directs. Final disposition shall be  
17 deemed to be the later of (1) dismissal of all claims and defenses in this action, with  
18 or without prejudice; and (2) final judgment herein after the completion and  
19 exhaustion of all appeals, rehearings, remands, trials, or reviews of this action,  
20 including the time limits for filing any motions or applications for extension of time  
21 pursuant to applicable law.

22 **5. DESIGNATING PROTECTED MATERIAL**

23 **5.1 Exercise of Restraint and Care in Designating Material for Protection.**  
24 Each Party or Non-Party that designates information or items for protection under  
25 this Order must take care to limit any such designation to specific material that  
26 qualifies under the appropriate standards. The Designating Party must designate for  
27 protection only those documents, items, or oral or written communications that  
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1 qualify – so that other documents, items, or communications for which protection is  
2 not warranted are not swept unjustifiably within the ambit of this Order.

3 Mass, indiscriminate, or routinized designations are prohibited. Designations  
4 that are shown to be clearly unjustified or that have been made for an improper  
5 purpose (e.g., to unnecessarily encumber or retard the case development process or  
6 to impose unnecessary expenses and burdens on other parties) expose the  
7 Designating Party to sanctions.

8 If it comes to a Designating Party’s attention that information or items that it  
9 designated for protection do not qualify for protection, that Designating Party must  
10 promptly notify all other Parties that it is withdrawing the mistaken designation.

11 **5.2 Manner and Timing of Designations.** Except as otherwise provided in  
12 this Order (see, e.g., second paragraph of section 5.2(a) below), or as otherwise  
13 stipulated or ordered, Disclosure or Discovery Material that qualifies for protection  
14 under this Order must be clearly so designated before the material is disclosed  
15 or produced.

16 Designation in conformity with this Order requires:

17 (a) For information in documentary form (e.g., paper or electronic  
18 documents, but excluding transcripts of depositions or other pretrial or trial  
19 proceedings), that the Producing Party affix the legend “CONFIDENTIAL” or  
20 “HIGHLY CONFIDENTIAL” to each page of the designated document.

21 A Party or Non-Party that makes original documents or materials available for  
22 inspection need not designate them for protection until after the inspecting Party has  
23 indicated which material it would like copied and produced. During the inspection  
24 and before the designation, all of the material made available for inspection shall be  
25 deemed “HIGHLY CONFIDENTIAL.” After the inspecting Party has identified the  
26 documents it wants copied and produced, the Producing Party must determine which  
27 documents qualify for protection under this Order. Then, before producing the  
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1 specified documents, the Producing Party must affix the “CONFIDENTIAL” or  
2 “HIGHLY CONFIDENTIAL” legend to each page of the specified documents.

3 (b) that unless all parties agree otherwise on the record at the time the  
4 deposition testimony is taken, all deposition testimony taken in this case shall be  
5 treated as Confidential for a period of thirty (30) days after the transcript is delivered  
6 to the Party being deposed. If counsel for any Party states on the record that the  
7 deposition testimony should be treated as Highly Confidential, such testimony will  
8 be treated as Highly Confidential for the thirty (30)-day period following the delivery  
9 of the transcript. No later than the thirtieth day after the transcript is delivered to the  
10 Party being deposed or a Party seeking to designate the material, whichever is later,  
11 a Party may designate the specific pages of the transcript that are Confidential or  
12 Highly Confidential, and thereafter only those portions shall be protected by the  
13 terms of this Order. The court reporter shall provide a final copy of the transcript that  
14 reflects any designations of pages of the transcript as Confidential or  
15 Highly Confidential.

16 (c) for testimony given in proceedings or hearings, that the Designating  
17 Party identify on the record, before the closing of the proceeding or hearing, all  
18 Protected Material. Any testimony offered at trial shall be governed by a separate  
19 agreement or order.

20 (d) for information produced in some form other than documentary and for  
21 any other tangible items, that the Producing Party affix in a prominent place on the  
22 exterior of the container or containers in which the information or item is stored the  
23 legend “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL.” If only a portion or  
24 portions of the information or item warrant protection, the Producing Party, to the  
25 extent practicable, shall identify the protected portion(s).

26 5.3 Inadvertent Failures to Designate. If timely corrected, an inadvertent  
27 failure to designate qualified information or items does not, standing alone, waive  
28 the Designating Party’s right to secure protection under this Order for such material.

1 Upon timely correction of a designation, the Receiving Party must make reasonable  
2 efforts to assure that the material is treated in accordance with the provisions of  
3 this Order.

4 **6. CHALLENGING CONFIDENTIALITY DESIGNATIONS**

5       6.1 Timing of Challenges. Any Party or Non-Party may challenge a  
6 designation of confidentiality at any time. Unless a prompt challenge to a Designating  
7 Party's confidentiality designation is necessary to avoid foreseeable, substantial  
8 unfairness, unnecessary economic burdens, or a significant disruption or delay of the  
9 litigation, a Party does not waive its right to challenge a confidentiality designation  
10 by electing not to mount a challenge promptly after the original designation  
11 is disclosed.

12       6.2 Meet and Confer. The Challenging Party shall initiate the dispute  
13 resolution process by providing written notice of each designation it is challenging  
14 and describing the basis for each challenge. To avoid ambiguity as to whether a  
15 challenge has been made, the written notice must recite that the challenge to  
16 confidentiality is being made in accordance with this specific paragraph of the  
17 Protective Order. The parties shall attempt to resolve each challenge in good faith  
18 and must begin the process by conferring directly (in voice to voice dialogue; other  
19 forms of communication are not sufficient) within 14 days of the date of service of  
20 notice. In conferring, the Challenging Party must explain the basis for its belief that  
21 the confidentiality designation was not proper and must give the Designating Party  
22 an opportunity to review the designated material, to reconsider the circumstances,  
23 and, if no change in designation is offered, to explain the basis for the chosen  
24 designation. A Challenging Party may proceed to the next stage of the challenge  
25 process only if it has engaged in this meet and confer process first or establishes that  
26 the Designating Party is unwilling to participate in the meet and confer process in a  
27 timely manner.

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1       6.3    Judicial Intervention. If the Parties cannot resolve a challenge without  
2 court intervention, the Designating Party shall file and serve a motion to retain  
3 confidentiality under Civil Local Rule 7 (and in compliance with Civil Local  
4 Rule 79-5, if applicable) within 21 days of the initial notice of challenge or within  
5 14 days of the parties agreeing that the meet and confer process will not resolve their  
6 dispute, whichever is earlier. Each such motion must be accompanied by a competent  
7 declaration affirming that the movant has complied with the meet and confer  
8 requirements imposed in the preceding paragraph. Failure by the Designating Party  
9 to make such a motion including the required declaration within 21 days (or 14 days,  
10 if applicable) shall automatically waive the confidentiality designation for each  
11 challenged designation. In addition, the Challenging Party may file a motion  
12 challenging a confidentiality designation at any time if there is good cause for doing  
13 so, including a challenge to the designation of a deposition transcript or any portions  
14 thereof. Any motion brought pursuant to this provision must be accompanied by a  
15 competent declaration affirming that the movant has complied with the meet and  
16 confer requirements imposed by the preceding paragraph.

17       The burden of persuasion in any such challenge proceeding shall be on the  
18 Designating Party. Frivolous challenges, and those made for an improper purpose  
19 (e.g., to harass or impose unnecessary expenses and burdens on other parties) may  
20 expose the Challenging Party to sanctions. Unless the Designating Party has waived  
21 the confidentiality designation by failing to file a motion to retain confidentiality as  
22 described above, all parties shall continue to afford the material in question the level  
23 of protection to which it is entitled under the Producing Party's designation until the  
24 court rules on the challenge.

25       7.    ACCESS TO AND USE OF PROTECTED MATERIAL

26       7.1    Basic Principles. A Receiving Party may use Protected Material that is  
27 disclosed or produced by another Party or by a Non-Party in connection with this  
28 case only for prosecuting, defending, or attempting to settle this litigation. Such

1 Protected Material may be disclosed only to the categories of persons and under the  
2 conditions described in this Order. When the litigation has been terminated, a  
3 Receiving Party must comply with the provisions of section 15 below  
4 (FINAL DISPOSITION).

5 Protected Material must be stored and maintained by a Receiving Party at a  
6 location and in a secure manner that ensures that access is limited to the persons  
7 authorized under this Order.

8       7.2 Disclosure of “CONFIDENTIAL” Information or Items. Unless  
9 otherwise ordered by the court or permitted in writing by the Designating Party, a  
10 Receiving Party may disclose any information or item designated  
11 “CONFIDENTIAL” only to:

12       (a) the Receiving Party’s Outside Counsel of Record in this action, as well  
13 as employees of said Outside Counsel of Record to whom it is reasonably necessary  
14 to disclose the information for this litigation and who have signed the  
15 “Acknowledgment and Agreement to Be Bound” that is attached hereto as Exhibit A;

16       (b) the officers, directors, and employees (including House Counsel) of the  
17 Receiving Party to whom disclosure is reasonably necessary for this litigation and  
18 who have signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A);

19       (c) Experts (as defined in this Order) of the Receiving Party to whom  
20 disclosure is reasonably necessary for this litigation and who have signed the  
21 “Acknowledgment and Agreement to Be Bound” (Exhibit A);

22       (d) mediators and their supporting personnel, the court and its personnel;

23       (e) court reporters and their staff, professional jury or trial consultants,  
24 mock jurors, and Professional Vendors to whom disclosure is reasonably necessary  
25 for this litigation and who have signed the “Acknowledgment and Agreement to Be  
26 Bound” (Exhibit A);

27       (f) during their depositions, witnesses in the action to whom disclosure is  
28 reasonably necessary and who have signed the “Acknowledgment and Agreement to

1 Be Bound" (Exhibit A), unless otherwise agreed by the Designating Party or ordered  
2 by the court. Pages of transcribed deposition testimony or exhibits to depositions that  
3 reveal Protected Material must be separately bound by the court reporter and may not  
4 be disclosed to anyone except as permitted under this Stipulated Protective Order.

5 (g) the author or recipient of a document containing the information or a  
6 custodian or other person who otherwise possessed or knew the information.

7 (h) other persons only by written consent of the Producing Party or upon  
8 order of the Court and on such conditions as may be agreed or ordered.

9       7.3 Disclosure of "HIGHLY CONFIDENTIAL" Information or Items.  
10 Unless otherwise ordered by the court or permitted in writing by the Designating  
11 Party, a Receiving Party may disclose any information or item designated "HIGHLY  
12 CONFIDENTIAL" only to:

13       (a) the Receiving Party's Outside Counsel of Record in this action, as well  
14 as employees of said Outside Counsel of Record to whom it is reasonably necessary  
15 to disclose the information for this litigation and who have signed the  
16 "Acknowledgment and Agreement to Be Bound" that is attached hereto as Exhibit A;

17       (b) Experts (as defined in this Order) of the Receiving Party to whom  
18 disclosure is reasonably necessary for this litigation and who have signed the  
19 "Acknowledgment and Agreement to Be Bound" (Exhibit A);

20       (c) mediators and their supporting personnel, the court and its personnel;

21       (d) court reporters and their staff, professional jury or trial consultants,  
22 mock jurors, and Professional Vendors to whom disclosure is reasonably necessary  
23 for this litigation and who have signed the "Acknowledgment and Agreement to Be  
24 Bound" (Exhibit A);

25       (e) during their depositions, witnesses in the action to whom disclosure is  
26 reasonably necessary and who have signed the "Acknowledgment and Agreement to  
27 Be Bound" (Exhibit A), unless otherwise agreed by the Designating Party or ordered  
28 by the court. Pages of transcribed deposition testimony or exhibits to depositions that

1 reveal Protected Material must be separately bound by the court reporter and may not  
2 be disclosed to anyone except as permitted under this Stipulated Protective Order.

3 (f) the author or recipient of a document containing the information or a  
4 custodian or other person who otherwise possessed or knew the information.

5 (g) other persons only by written consent of the Producing Party or upon  
6 order of the Court and on such conditions as may be agreed or ordered.

7 8. **PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED**  
8 **IN OTHER LITIGATION**

9 If a Party is served with a subpoena or a court order issued in other litigation  
10 that compels disclosure of any information or items designated in this action as  
11 “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL,” that Party must:

12 (a) promptly notify in writing the Designating Party. Such notification shall  
13 include a copy of the subpoena or court order;

14 (b) promptly notify in writing the party who caused the subpoena or order  
15 to issue in the other litigation that some or all of the material covered by the subpoena  
16 or order is subject to this Protective Order. Such notification shall include a copy of  
17 this Stipulated Protective Order; and

18 (c) cooperate with respect to all reasonable procedures sought to be pursued  
19 by the Designating Party whose Protected Material may be affected.

20 If the Designating Party timely seeks a protective order, the Party served with  
21 the subpoena or court order shall not produce any information designated in this  
22 action as “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL” before a  
23 determination by the court from which the subpoena or order issued, unless the Party  
24 has obtained the Designating Party’s permission. The Designating Party shall bear  
25 the burden and expense of seeking protection in that court of its confidential or highly  
26 confidential material – and nothing in these provisions should be construed as  
27 authorizing or encouraging a Receiving Party in this action to disobey a lawful  
28 directive from another court.

1 9. A NON-PARTY'S PROTECTED MATERIAL SOUGHT TO BE  
2 PRODUCED IN THIS LITIGATION

3 (a) The terms of this Order are applicable to information produced by a  
4 Non-Party in this action and designated as "CONFIDENTIAL" or "HIGHLY  
5 CONFIDENTIAL." Such information produced by Non-Parties in connection with  
6 this litigation is protected by the remedies and relief provided by this Order. Nothing  
7 in these provisions should be construed as prohibiting a Non-Party from seeking  
8 additional protections.

9 (b) In the event that a Party is required, by a valid discovery request, to  
10 produce a Non-Party's confidential or highly confidential information in its  
11 possession, and the Party is subject to an agreement with the Non-Party not to  
12 produce the Non-Party's confidential or highly confidential information, then the  
13 Party shall:

14 (1) promptly notify in writing the Requesting Party and the Non-  
15 Party that some or all of the information requested is subject to a confidentiality  
16 agreement with a Non-Party;

17 (2) promptly provide the Non-Party with a copy of the Stipulated  
18 Protective Order in this litigation, the relevant discovery request(s), and a reasonably  
19 specific description of the information requested; and

20 (3) make the information requested available for inspection by the  
21 Non-Party.

22 (c) If the Non-Party fails to object or seek a protective order from this court  
23 within 14 days of receiving the notice and accompanying information, the Receiving  
24 Party may produce the Non-Party's confidential or highly confidential information  
25 responsive to the discovery request. If the Non-Party timely seeks a protective order,  
26 the Receiving Party shall not produce any information in its possession or control  
27 that is subject to the confidentiality agreement with the Non-Party before a  
28 determination by the court. Absent a court order to the contrary, the Non-Party shall

1 bear the burden and expense of seeking protection in this court of its  
2 Protected Material.

3 **10. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL**

4 If a Receiving Party learns that, by inadvertence or otherwise, it has disclosed  
5 Protected Material to any person or in any circumstance not authorized under this  
6 Stipulated Protective Order, the Receiving Party must immediately (a) notify in  
7 writing the Designating Party of the unauthorized disclosures, (b) use its best efforts  
8 to retrieve all unauthorized copies of the Protected Material, (c) inform the person or  
9 persons to whom unauthorized disclosures were made of all the terms of this Order,  
10 and (d) request such person or persons to execute the “Acknowledgment and  
11 Agreement to Be Bound” that is attached hereto as Exhibit A.

12 **11. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE**  
13 **PROTECTED MATERIAL**

14 Pursuant to Federal Rule of Evidence 502(d), the production of privileged or  
15 work-product protected documents, electronically stored information (“ESI”) or  
16 information, whether inadvertent or otherwise, is not a waiver of the privilege or  
17 protection from discovery in this case or in any other federal or state proceeding.  
18 This Order shall be interpreted to provide the maximum protection allowed by  
19 Federal Rule of Evidence 502(d). Furthermore, this Order shall not apply Federal  
20 Rule of Evidence 502(b) regarding the production of privileged or work-product  
21 protected documents, electronically stored information (“ESI”) or information.  
22 Nothing contained here is intended to or shall serve to limit a party’s right to conduct  
23 a review of documents, ESI or information (including metadata) for relevance,  
24 responsiveness and/or segregation of privileged and/or Protected Material before  
25 production.

26 (a) Assertion of a Clawback. Any Producing Party may request, in writing,  
27 the return of any disclosed Protected Material by identifying it and stating the basis  
28 for withholding such Protected Material or information from production. The

1 Producing Party must also provide a privilege log explaining the basis for the  
2 assertion of the privilege within seven (7) business days of asserting a clawback.

3 (b) Clawbacks before Deposition. To the extent a Party believes a clawback  
4 made immediately prior to a scheduled deposition impacts that deposition, the parties  
5 will meet and confer, and a Party may seek guidance from the Court if the meet and  
6 confer does not reach a successful resolution.

7 (c) Clawback Process. Federal Rule of Civil Procedure 26(b)(5)(B) shall  
8 govern the clawback of disclosed Protected Material.

9 (1) If a Producing Party requests the return of such disclosed  
10 Protected Material then in the custody of one or more parties, the Receiving Parties  
11 shall—unless it contests the claim of attorney-client privilege or work product  
12 protection in accordance with sub-paragraph 11(c)(2) - within five (5) business days  
13 of receipt of written notice: (i) conduct a reasonable search and inquiry to identify all  
14 copies of disclosed Protected Material including inclusion of disclosed Protected  
15 Material in work product, (ii) destroy or return to the Producing Party the disclosed  
16 Protected Material and all copies thereof, and (iii) provide a certification of counsel  
17 that all of the disclosed Protected Material has been returned or destroyed.

18 (2) Challenging a Clawback. If the Producing Party requests the  
19 return of such disclosed Protected Material then in the custody of one or more parties,  
20 and the Receiving Parties contest the clawback, they shall notify the Producing Party  
21 that it wishes to challenge the claim of privilege or work product protection and has  
22 sequestered the Protected Material until the issue can be resolved. The substance of  
23 the document shall not be reviewed once the Producing Party notifies the Receiving  
24 Parties of the clawback. However, the contesting Receiving Parties may continue to  
25 view the available metadata. The Parties agree to meet and confer regarding the claim  
26 of privilege. If, at the conclusion of the meet and confer process, the Parties are still  
27 not in agreement, they may bring the issue to the Court.

28

(3) The parties may stipulate to extend the time periods set forth in sub-paragraph (1).

(4) Disclosed Protected Material that is sought to be reclaimed by the Parties pursuant to this Order shall not be used as grounds by any third party to argue that any waiver of privilege or protection has occurred by virtue of any production in this case.

(d) Where a Party agrees to or is ordered to destroy a clawed back document, the Party must instruct their e-discovery vendor to delete the document entirely from their e-discovery database and delete other copies of the clawed back document. To the extent that it is not technologically feasible for a Receiving Party to destroy a clawed back document (for example, if the clawed back document is part of a production provided on read-only production media such that the clawed back document cannot be destroyed without destroying the entire production media), the Parties will meet and confer as to an acceptable alternative approach.

(e) Receiving Party's Obligation. Without waiving the ability to challenge a clawback under sub-paragraph 11(c)(2), a Party who discovers that it may have received an inadvertently disclosed or produced protected document must promptly notify the disclosing or Producing Party. A Party who is notified or discovers that it may have received a protected Document must comply with Fed. R. Civ. P. 26(b)(5)(B).

## 12. GENERATIVE ARTIFICIAL INTELLIGENCE

Protected Material shall not be submitted to any open Generative AI tool (e.g., ChatGPT) or any substantially similar tool that is available to the public. Providing Protected Material to an open tool is considered disclosure to a third party. Before the Receiving Party submits the Designating Party's Protected Material to a closed Generative AI tool, the Receiving Party must ensure that it can delete all produced information from the tool at the close of the Matter. The Receiving Party is responsible for destroying all produced information from such tools at the end of the

1 Matter, and shall produce a certificate of destruction upon request from the  
2 Designating Party.

3 **13. DATA SECURITY**

4 Receiving Parties must take reasonable precautions to protect Protected  
5 Material from loss, misuse and unauthorized access, disclosure, alteration and  
6 destruction. Such measures shall include:

7 (a) Reasonably preventing unauthorized persons from gaining access to  
8 Protected Material (physical access control).

9 (b) Reasonably preventing Protected Material from being used without  
10 authorization (logical access control) including, but not limited to, the use of  
11 passwords.

12 (c) Reasonably ensuring that persons entitled to use a Protected Material  
13 gain access only to such Protected Material as they are entitled to access in  
14 accordance with their access rights, and that, in the course of processing or use and  
15 after storage, Protected Material cannot be read, copied, modified or deleted without  
16 authorization (data access control).

17 (d) Reasonably ensuring that Protected Material cannot be read, copied,  
18 modified or deleted without authorization during electronic transmission, transport  
19 or storage on storage media, and that the target entities for any transfer of Protected  
20 Material by means of data transmission facilities can be established and verified (data  
21 transfer control).

22 (e) Reasonably ensuring the establishment of an audit trail to document  
23 whether and by whom Protected Material have been entered into, modified in, or  
24 removed from Protected Material processing systems, (entry control).

25 (f) Reasonably ensuring that Protected Material are processed solely in  
26 accordance with instructions from Counsel or Receiving Party (control of  
27 instructions).

28

1 14. MISCELLANEOUS

2 14.1 Right to Further Relief. Nothing in this Order abridges the right of any  
3 person to seek its modification by the court in the future.

4 14.2 Right to Assert Other Objections. By stipulating to the entry of this  
5 Protective Order no Party waives any right it otherwise would have to object to  
6 disclosing or producing any information or item on any ground not addressed in this  
7 Stipulated Protective Order. Similarly, no Party waives any right to object on any  
8 ground to use in evidence of any of the material covered by this Protective Order.

9 14.3 Filing Protected Material. Without written permission from the  
10 Designating Party or a court order secured after appropriate notice to all interested  
11 persons, a Party may not file in the public record in this action any Protected Material.  
12 A Party that seeks to file under seal any Protected Material must comply with Civil  
13 Local Rule 79-5. Protected Material may only be filed under seal pursuant to a court  
14 order authorizing the sealing of the specific Protected Material at issue. Pursuant to  
15 Civil Local Rule 79-5, a sealing order will issue only upon a request establishing that  
16 the Protected Material at issue is privileged, protectable as a trade secret, or otherwise  
17 entitled to protection under the law. If a Receiving Party's request to file Protected  
18 Material under seal pursuant to Civil Local Rule 79-5 is denied by the court, then the  
19 Receiving Party may file the information in the public record pursuant to Civil Local  
20 Rule 79-5 unless otherwise instructed by the court.

21 15. FINAL DISPOSITION

22 Within 60 days after the final disposition of this action, as defined in Section 4,  
23 each Receiving Party must return all Protected Material to the Producing Party or  
24 destroy such material. As used in this subdivision, "all Protected Material" includes  
25 all copies, abstracts, compilations, summaries, and any other format reproducing or  
26 capturing any of the Protected Material. Whether the Protected Material is returned  
27 or destroyed, the Receiving Party must submit a written certification to the Producing  
28 Party (and, if not the same person or entity, to the Designating Party) by the 60 day

1 deadline that (1) identifies (by category, where appropriate) all the Protected Material  
2 that was returned or destroyed and (2) affirms that the Receiving Party has not  
3 retained any copies, abstracts, compilations, summaries or any other format  
4 reproducing or capturing any of the Protected Material. Notwithstanding this  
5 provision, Counsel are entitled to retain an archival copy of all pleadings, motion  
6 papers, trial, deposition, and hearing transcripts, legal memoranda, correspondence,  
7 deposition and trial exhibits, expert reports, attorney work product, and consultant  
8 and expert work product, even if such materials contain Protected Material. Any such  
9 archival copies that contain or constitute Protected Material remain subject to this  
10 Protective Order as set forth in Section 4 (DURATION).

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12           GOOD CAUSE SHOWN BY THE PARTIES' STIPULATION, IT IS SO  
13 ORDERED.

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16           DATED: April 23, 2025



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17           HON. PEDRO V. CASTILLO  
18           UNITED STATES MAGISTRATE JUDGE

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1 EXHIBIT A

2 ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

3 I, \_\_\_\_\_ [print or type full name], of  
4 \_\_\_\_\_ [print or type full address], declare under penalty of  
5 perjury that I have read in its entirety and understand the Stipulated Protective Order  
6 that was issued by the United States District Court for the Central District of  
7 California on [date] in the case of *Joshua Cross v. Haleon US Holdings LLC*, Case  
8 No. 2:24-cv-09325-MCS-PVCx. I agree to comply with and to be bound by all the  
9 terms of this Stipulated Protective Order and I understand and acknowledge that  
10 failure to so comply could expose me to sanctions and punishment in the nature of  
11 contempt. I solemnly promise that I will not disclose in any manner any information  
12 or item that is subject to this Stipulated Protective Order to any person or entity  
13 except in strict compliance with the provisions of this Order.

14 I further agree to submit to the jurisdiction of the United States District Court  
15 for the Central District of California for the purpose of enforcing the terms of this  
16 Stipulated Protective Order, even if such enforcement proceedings occur after  
17 termination of this action.

18 I hereby appoint \_\_\_\_\_ [print or type full name] of  
19 \_\_\_\_\_ [print or type full address and telephone number]  
20 as my California agent for service of process in connection with this action or any  
21 proceedings related to enforcement of this Stipulated Protective Order.

22  
23 Date: \_\_\_\_\_

24 City and State where sworn and signed: \_\_\_\_\_

25  
26 Printed name: \_\_\_\_\_

27 Signature: \_\_\_\_\_